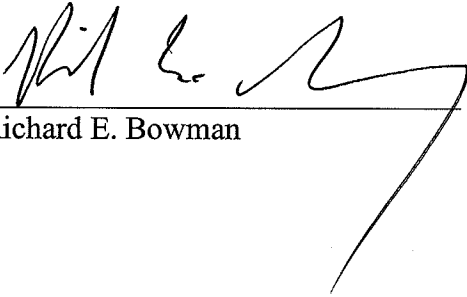


LM 00001 - LM 04074 in Tobin's first lawsuit against Liberty Mutual, Tobin v. Liberty Mutual Insurance Co., C.A. No. 01-11979DPW ("Tobin I").

3. Attached hereto as Exhibit 2 is a true and accurate copy of the Summary Plan Description for the Liberty Mutual Short Term Disability Plan for the year 2000. Tobin's claims for denial of benefits are specifically based upon Liberty Mutual's Short Term Disability Plan, which was referenced in Tobin's First Amended Complaint at ¶¶ 4, 24, 36 - 37, 40.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 21st DAY OF SEPTEMBER, 2005.



Richard E. Bowman

Exhibit 1

Rose & Associates

COUNSELLORS AT LAW

400 COMMONWEALTH AVENUE
BOSTON • MASSACHUSETTS • 02215

ALAN D. ROSE
MICHAEL L. CHINITZ
ALAN D. ROSE, JR.
RICHARD E. BOWMAN

TEL: 617/536-0040
FAX: 617/536-4400
firm@rose-law.net

April 12, 2002

VIA HAND DELIVERY

Wendy R. Stander
Frisoli & Frisoli
797 Cambridge Street
Cambridge MA 02141

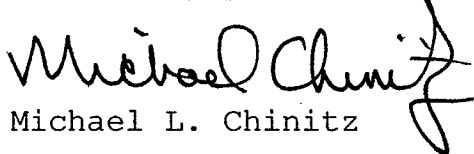
Re: *Kevin W. Tobin v. Liberty Mutual Group*
U.S.D.C. Civil Action No. 01-11979DPW

Dear Wendy:

Enclosed please find the following:

1. Liberty Mutual Insurance Company's Response to Plaintiff's First Request for Production of Documents;
2. Liberty Mutual Insurance Company's Answers to Plaintiff's First Set of Interrogatories; and
3. Bates numbered documents LM 00001 - LM 04074 responsive to No. 1 above.

Very truly yours,


Michael L. Chinitz

MLC/lsc
Enclosures

Rose & Associates

COUNSELLORS AT LAW

Wendy R. Stander

April 12, 2002

Page 2

bcc Allison Friend

Alan D. Rose

Exhibit 2

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SHORT-TERM DISABILITY PLAN

Overview

The Short-Term Disability (STD) Plan is designed to continue all or part of your pay when a disability due to illness or accident keeps you away from work for more than seven consecutive (7) calendar days and for up to 25 weeks.

Eligibility

Regular full-time and temporary full-time (if employment is expected to last longer than six months) employees on the U.S. payroll become eligible for coverage on the first day of employment. Regular part-time employees (if scheduled and regularly working 20 hours or more per week) on the U.S. payroll become eligible on January 1, 1999 or the first day of employment, whichever is later. Individuals classified as independent contractors or leased employees are not eligible for coverage, even if they are later reclassified as common law employees for tax purposes.

Cost

Employee contributions are not required. Short-Term Disability benefits are fully funded by the Plan Sponsor.

Definitions

"Accidental Injury" or "Injury" means bodily impairment resulting directly from an accident.

"Mental Illness" means mental, nervous or emotional diseases or disorders of any type, including, but not limited to alcoholism or drug abuse or drug addiction.

"Plan Sponsor" means Liberty Mutual Insurance Company, and with respect to employees employed by U.S. subsidiaries of Liberty Mutual Insurance Company which are participating companies under the Plan, the respective subsidiary company.

"Sickness" means illness, disease, pregnancy or complications of pregnancy.

"Total disability" or "Totally disabled" with respect to a covered employee means the inability to perform all the material and substantial duties of his or her regular occupation on a full-time basis because of injury or sickness.

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Short-Term Disability Benefits

Short-Term Disability benefits begin on the eighth consecutive calendar day of disability, provided that you have been certified by a fully licensed physician to be totally disabled. If your total disability is not certified by a physician, benefits are not payable.

For full-time employees, Flexible Time Off (FTO) or Personal Holidays or Company Holidays are used to continue your pay during the first five work days of your disability (your "waiting period"). If you do not have enough FTO or Personal Holidays to cover the waiting period in its entirety, you will only receive pay for the number of FTO or Personal Holidays you have accrued or Company Holidays, if applicable. You must use time accrued to cover the waiting period.

For part-time employees, the first five work days of your disability (your "waiting period") will be covered by 20 hours of FTO or Personal Holidays, or Company Holidays, if applicable. You must use time accrued to cover the waiting period.

After the waiting period, Short-Term Disability benefits may continue up to 25 weeks. The amount of your Short-Term Disability benefit is determined as follows:

- For each complete year of service (including past service credit*) you are eligible for one week of Short-Term Disability benefits at 100% of your weekly pay. For Liberty Mutual employees, past service credit is defined as the length of service credited to regular full-time and regular part-time employees who have had prior service with the Company. Weekly pay is defined as:
 - For full-time non-sales employees, weekly pay is defined as $1/52^{\text{nd}}$ of your base rate of annual salary at the time you became disabled.
 - For full-time sales employees, weekly pay is defined as $1/52^{\text{nd}}$ of your base rate of annual salary at the time you became disabled plus $1/52^{\text{nd}}$ of sales bonuses and/or commissions paid to you in the most recent 12-month period at the time you became disabled.
 - For part-time non-sales employees, weekly pay is defined as 20 hours times your hourly rate at the time you became disabled.
 - For part-time sales employees, weekly pay is defined as 20 hours times your hourly rate at the time you became disabled plus $1/52^{\text{nd}}$ of sales bonuses and/or commissions paid to you in the most recent 12-month period at the time you became disabled.
- Then, for each additional week of Short-Term Disability, you will receive 66-2/3% of your weekly pay.

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*For purposes of determining past service credit, former employees of Golden Eagle, Wausau Service Corporation, Nationwide Trial Division, ACE-USA (including former CIGNA employees who transferred from CIGNA to ACE-USA on July 2, 1999), ALM, American Ambassador, CIGNA Bond Services, New England Health Group, Inc., CUMIS General Insurance Company (employees who were employed as of July 1, 1998 receive credit for prior employment service with CUNA Mutual Insurance Company), Liberty Real Estate Management, Inc., and WorkWell Health & Safety, Inc. employed on January 1, 2000 or before who transferred to Liberty Mutual as of the effective date of the acquisition are granted credit for continuous employment service with their previous employer from their most recent hire date for purposes of determining years of service.

After 26 weeks of disability (one week of Flexible Time Off/Personal Holidays plus 25 weeks of Short-Term Disability), Long-Term Disability benefits may begin. Refer to D-2, Long-Term Disability, for details.

The following is an overview of the disability plans:

Week 1	Weeks 2 - 26		After 26 weeks
Waiting Period	Short-Term Disability		Long-Term Disability
Five days (or 20 hours) FTO and/or Personal or Company Holidays used (if available)	One week for each year of service (up to 25): 100% of weekly pay	Remaining weeks of Short-Term Disability: 66-2/3% of weekly pay	50% or 60% of weekly pay (depending on option you selected)

If You Are Disabled Again

If you return to work and become totally disabled again from the same injury or illness within six months, your recurrent disability will be considered as a continuation of the original disability and no new waiting period will apply. Short-Term Disability benefits will be paid only for the remaining portion of the 25-week disability period. A new Short-Term Disability benefit period begins only if you:

- (a) have been back to work full-time at least six months and become totally disabled again due to the same injury or illness; or
- (b) have returned to work full-time and become disabled due to an unrelated injury or illness.

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How to Claim Your Short-Term Disability Benefits

Notify Your Supervisor or Manager

You should, if possible, notify your supervisor or manager in advance of a pending Short-Term Disability absence. If the absence is unanticipated, you must notify your supervisor or manager on the first day of disability and at regular intervals thereafter as agreed upon with your supervisor or manager. In either event, your claim for Short-Term Disability benefits and related medical information from your provider must be received by Integrated Disability Management Claims within 8 days from the date of your disability in order for benefits to continue without interruption.

Call The Toll-Free Disability Claim Telephone Reporting Service

After you have notified your supervisor or manager, and as soon as you know if your illness or injury may last more than seven consecutive calendar days, you must report your disability claim. You may also report a claim up to 2 weeks in advance of a pre-scheduled surgery or treatment. You must report your claim regardless of whether it is work-related or not, including maternity claims.

All Short-Term Disability claims must be reported by calling the Disability Claim Telephone Reporting Service at their toll-free number: **1-800-260-2170**. If you are hearing impaired and have a TDD system, you may elect to call the following AT&T Relay Service number: 1-800-855-2880. A representative will take claim information from you or a family member (if you are not able to call), including your name, Social Security Number and other personal information, office location, supervisor's name, nature of your disability and information about your treating physician and office visits.

This information will be sent to the Integrated Disability Management Claims department for review. Your physician will be contacted by a Managed Disability Services Nurse or Integrated Disability Management Case Manager to obtain enough medical information to determine your eligibility for Short-Term Disability benefits. It is important that your attending physician provide the information requested by Integrated Disability Management Claims, including, but not limited to: your diagnosis; treatment program; dates of treatment; if applicable, the type of surgery and date performed and an estimated return to work date. This information should be provided to Integrated Disability Management Claims as soon as possible so that your benefit checks are not delayed. Any additional information needed from you will be requested by Integrated Disability Management Claims.

In order for your physician to provide this medical information to Integrated Disability Management Claims, you will need to sign a release. This is on the Disability Claim Telephone Reporting Service *Wallet Card* (BEN 44), which is available from your office or H.O. Boston Benefits. You should keep the card with you and take the card to your office visit with your attending physician. Copy the release and sign and date it when you first meet with your doctor regarding your disability.

Failure of your physician to provide the requested medical information could result in the denial of your claim.

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Integrated Disability Management Claims will complete the review of your Short-Term Disability claim and, if approved, authorize your Short-Term Disability benefits, if appropriate. Short-Term Disability benefit payments will be sent to you biweekly from H.O. Dover Salary instead of your regular paychecks for up to 25 weeks, as long as you are determined to be totally disabled.

Return to Work Status

It is important to update your supervisor or manager regarding your return to work status at regular intervals during your recovery. Your supervisor or manager may also contact you for this information if they do not hear from you. You or your physician may also periodically be contacted by an Integrated Disability Management Claims representative for this information.

Your supervisor or manager, and the Integrated Disability Management Claims representative handling your Short-Term Disability claim all need to know when your restrictions and/or limitations no longer totally disable you from your job. If you are authorized to return to work by your physician with restrictions and/or limitations, your physician will provide you and Integrated Disability Management Claims with this information. Integrated Disability Management Claims will share limited information about your restrictions and/or limitations with your supervisor or manager so that your accommodation needs may be addressed.

Your Responsibilities While On Disability Leave

You are expected to promptly report your claim to the Disability Claim Telephone Reporting Service and are expected to cooperate in the review of your claim. Benefits may be delayed if your claim is not reported as soon as you think you are going to be out more than seven consecutive calendar days. Benefits may be forfeited if your claim is not reported within thirty days from your initial date of disability. If it is not reasonably possible for you or a family member to file your claim within this 30-day period, you may still be eligible to receive benefits provided your claim is reported as soon as possible from your initial date of disability. However, unless delayed by your legal incapacity, your claim must be reported within 90 days after your initial date of disability or your benefits will be forfeited.

Also, if requested by Integrated Disability Management Claims, you are expected to follow through with your physician for treatments, to provide any medical information, and to complete any additional claim forms. You or your physician's failure to provide documentation, which in the judgment of Integrated Disability Management Claims supports a disability leave or is necessary to administer benefits, may result in loss of benefits, denial of your claim and your removal from disability status. This medical documentation must be submitted to Integrated Disability Management Claims within 15 days from your initial date of disability or 10 days from the date of request by Integrated Disability Management Claims. If you are removed from disability status, continued absence from your job may be unauthorized and cause for termination of employment.

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Independent Medical Examinations

Integrated Disability Management Claims has the right to have you examined by a physician as often as it deems reasonably necessary. Liberty is not responsible for transportation charges incurred in the event Liberty requests an independent medical examination. Failure to appear for an independent medical examination may result in benefits ceasing until a rescheduled independent medical examination is completed and may result in your being charged for the cost of the missed examination.

Right to Disclosure

By reporting a Short-Term Disability claim, you agree to the release of information from your physician or other licensed health care providers, medical facility, government agency, insurance company, HMO, Plan Sponsor/Administrator, or employer regarding diagnosis, treatment and prognosis of your physical or mental condition and/or treatment, as well as any non-medical information about you to the Plan Sponsor, the particular Company in the Liberty Mutual Group to which you are submitting a claim and its insurers, its legal representatives or other persons or organizations providing claims management services to the Plan and to those representatives of the Plan Sponsor who have a business use for such information.

This confidential information will be used by the Company or Plan Sponsor as one factor to determine your eligibility for Short-Term Disability benefits. Any information obtained will not be released by the Company to any person or organization except to the Plan Sponsor, other companies in the Liberty Mutual Group of companies to whom you submit a claim and their insurers, their legal representatives or other persons or organizations providing claims management services to the Plan, those representatives of Liberty Mutual who have a business use for such information and those to whom there is a legal obligation to provide the information. The clinical information, in combination with the physical and interpersonal/cognitive factors of your job and the contractual provisions under which you are covered, will be used to establish the most appropriate work absence duration.

Leave of Absence

Your Short-Term Disability coverage will continue automatically during any approved leave of absence. If you do not return to work on your scheduled return date, your coverage will be terminated.

Family/Medical Leave of Absence

Eligible employees can choose to take Family/Medical Leave after Short-Term Disability benefits end, provided that the Short-Term Disability period does not exceed 13 weeks. The Short-Term Disability period will be counted as Family/Medical Leave. Family/Medical Leave, not covered by the Short-Term Disability Plan, is unpaid time off. For important information on Family/Medical Leave of Absence, see Section 5.

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Your Other Benefits While Disabled

Your other payday deductions such as medical, dental, vision care, life insurance, Thrift-Incentive Plan (TIP), auto/homeowners' insurance, etc. will be deducted from your Short-Term Disability benefit payments in the same manner as they are from your regular paycheck. If your Short-Term Disability benefits are insufficient to cover the insurance deductions, there are two payment options:

- If your disability is less than 30 days, your payday deductions will be deducted from your first paycheck after you return to work.
- If your disability lasts over 30 days, you may be billed by H.O. Dover Salary. Failure to make timely payments will result in loss of coverage.

Special Statutory Disability Benefits

Eligible employees in California, Hawaii, New Jersey, New York, and Puerto Rico receive their special statutory disability benefit payments as part of the Plan's benefit. Eligible employees in Rhode Island receive statutory disability benefits under the state T.D.I. Fund. Remember: Short-Term Disability benefits under this Plan are reduced by the amount of any statutory benefits you are eligible to receive.

Coordination of Benefits

Short-Term Disability benefits are reduced by the amount of any of the following benefits you are eligible to receive: workers' compensation, Social Security (including benefits for your spouse and children on account of your disability), special statutory disability benefits, no-fault benefits, or any group insurance plan benefits. If you are eligible, you are expected to apply for these benefits. Receipt of such benefits will not extend Short-Term Disability benefits beyond the limits set within this plan.

Subrogation and Reimbursement

If your injury appears to be someone else's fault, benefits otherwise payable under the Short-Term Disability Plan for loss of time as a result of that injury will not be paid unless you or your legal representative agree:

- to repay Liberty Mutual Insurance Company ("Liberty Mutual") for such benefits to the extent that they are for losses for which compensation is paid to you by or on behalf of the person at fault;
- to allow Liberty Mutual a lien on such compensation and to hold such compensation in trust for Liberty Mutual; and

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- to execute and give to Liberty Mutual any instruments needed to secure the rights set forth above.

Further, when Short-Term Disability benefits have been paid on your behalf, Liberty Mutual will be subrogated to all rights of recovery that you have against the person at fault. These subrogation rights will extend only to recovery of the amount Liberty Mutual has paid. You must execute and deliver any instruments needed and do whatever else is necessary to secure those rights to Liberty Mutual.

Benefit Overpayment

In the event that you receive Short-Term Disability benefits in excess of the amount to which you are entitled under the plan provisions, you will be expected to reimburse the Plan Sponsor for the amount of any overpayment. The Plan Sponsor has the right to recover such overpayment from you, including the right to reduce future disability benefits, if any.

Pre-Existing Condition Exclusion

A pre-existing condition is a condition resulting from injury or sickness for which an employee has received treatment or incurred expense within the 12-month period immediately preceding the employee's most recent date of hire*. The plan will pay benefits for days of absence caused by a pre-existing condition only if the date of disability occurs on or after the 12 month anniversary of the employee's most recent date of hire. However, the pre-existing condition exclusion will not be applied to pregnancy disability claims which arise, or for which benefits are payable, on or after January 1, 1998.

*For purposes of determining past service credit, former employees of Golden Eagle, Wausau Service Corporation, Nationwide Trial Division, ACE-USA (including former CIGNA employees who transferred from CIGNA to ACE-USA on July 2, 1999), ALM, American Ambassador, CIGNA Bond Services, New England Health Group, Inc., CUMIS General Insurance Company (employees who were employed as of July 1, 1998 receive credit for prior employment service with CUNA Mutual Insurance Company), Liberty Real Estate Management, Inc., and WorkWell Health & Safety, Inc. who became employed with Liberty on or before January 1, 2000 and who elected coverage immediately upon employment by Liberty are granted credit for continuous employment service with their previous employer from their most recent hire date for purposes of satisfying the pre-existing condition exclusion under the Plan.

Limitations on Benefits

- Benefits will be forfeited if your claim for disability benefits is not reported within the 90-day period following your initial date of disability, unless delayed by your legal incapacity.

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- Benefits will be forfeited or delayed if you are not being continuously treated by a fully licensed physician.
- Benefits are not payable for disability due to any act of declared or undeclared war, intentionally self-inflicted injury or active participation in a riot.
- Benefits are not payable if the disability is sustained while committing or attempting to commit a felony or any type of assault or battery.
- Benefits for post-pregnancy disability are generally limited as follows: benefits are payable only for six weeks from the date of a normal delivery and eight weeks from the date of a cesarean section, precluding any complications. (Keep in mind that the first five work days of your disability will be covered by FTO/Personal Holidays, if available.) If complications arise which would extend the disability beyond the usual benefit period, medical evidence supporting that disability must be submitted.
- No benefit is payable for any portion of a period of disability due to mental or emotional disorder, alcoholism, or drug addiction unless you are engaged in a corrective program under the continuous guidance of a licensed physician.
- No benefit is payable for disability due to elective cosmetic surgery.
- If you are in an active disability claim status on the date a benefit improvement in the duration or amount of benefits would otherwise become effective, the benefit improvement will not be effective until you return to work on a full-time or regular part-time basis.
- Merit increases and/or service anniversaries that were scheduled to occur during the Short-Term Disability, including the waiting period, do not apply towards the calculation of Short-Term Disability benefits.

When Coverage Terminates

Your coverage terminates when you cease to be employed by the Plan Sponsor. Pay received in lieu of accrued Flexible Time Off/Personal Holidays will not extend your employment or coverage. Coverage also ceases when an employee changes to a different class of employment not eligible for this coverage (e.g., change to part-time status scheduled and regularly working less than 20 hours per week).

Administration of the Plan

Authority of Plan Administrator

The Plan Administrator has the authority, in its sole discretion, to construe the terms of this Plan and decide all questions of eligibility, determine the amount, time and manner of payment of any benefits and decide any other matters relating to the administration or operation of the Plan. Any such interpretations or decisions of the Plan Administrator shall be conclusive and binding.

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Claims and Appeals Procedure

If your claim for a benefit is denied, in whole or in part, Integrated Disability Management Claims will provide you with a comprehensible notice setting forth:

- (a) the specific reason or reasons for the denial;
- (b) specific reference to pertinent Plan provisions on which the denial is based;
- (c) a description of any additional material or information necessary for you to submit to perfect your claim and an explanation of why such material or information is necessary; and
- (d) a description of the Plan's claim review procedure and the fact that the review procedure is available upon your written request to Integrated Disability Management Claims within 60 days after you receive written notice of the denial of the claim, and includes the right to examine pertinent documents and submit issues and comments in writing to Integrated Disability Management Claims.

Such written notice will be given within 90 days after the claim is received by Integrated Disability Management Claims (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to the claimant within the initial 90-day period). If such notification is not given within such period, the claim will be considered denied as of the first day of such period and you may request a review of your claim. If you disagree with a decision to deny the payment of any benefits, in whole or in part, you should submit your claim, in writing, to Integrated Disability Management Claims. The Plan Administrator, or its designee, will make the decision on review within 60 days after receipt of the request for review, unless circumstances warrant an extension of time not to exceed an additional 60 days (and unless written notice of such extension and circumstances is given to the claimant within the initial 60-day period). The decision on review shall be in writing and drafted in a manner calculated to be understood by the claimant, and include specific reasons for the decision with references to the specific Plan provisions on which the decision is based.

Legal Proceedings

You or your authorized representative cannot start any legal action until:

- the date on which your appeals rights have been exhausted; nor
- more than one year after the time proof of claim is required.

Legal actions are contingent upon first having followed the Claims and Appeals procedure outlined above.

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Amendment/Termination

The Plan may be amended, modified, or terminated at any time by the Board of Directors of Liberty Mutual Insurance Company, a committee thereof, or a delegee of either. The Board of Directors has delegated the Chief Executive Officer of Liberty Mutual Insurance Company the authority to make any plan amendment required to bring the Plan into conformity with law or regulation.

General Provisions

This Short-Term Disability Plan is effective January 1, 1992. If your injury or illness occurred before January 1, 1992, and you have not returned to work, this plan will not apply until you return to full-time employment. The plan that was in effect on the date of your disability applies to you.

The employer identification number assigned by the Internal Revenue Service to Liberty Mutual Insurance Company is 04-1543470. The Plan number assigned by Liberty Mutual Insurance Company in accordance with instructions of the Internal Revenue Service is 510. Plan records are maintained by H.O. Boston Benefits on a calendar basis: January 1st through December 31st.

The Plan offers participation to employees of Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02117. The Plan also offers participation to employees of certain United States subsidiaries of Liberty Mutual Insurance Company. A list of participating subsidiaries is available on request.

The Short-Term Disability Plan is unfunded and self-insured by Liberty Mutual Insurance Group, 175 Berkeley Street, Boston, Massachusetts 02117. Benefits are paid from the general assets of the Plan Sponsor.

For purposes of ERISA, Liberty Mutual is the Plan Administrator. Your rights under ERISA are described in Section A (Benefits Summary) of this Handbook. The Plan is directed by H.O. Boston Benefits. Helen E. R. Sayles is designated as agent for service of legal process. Process may be served on her at 175 Berkeley Street, Boston, Massachusetts 02117. Process may also be served upon the Plan Administrator.